

**AGREEMENT**

**BETWEEN**

**SEASIDE PARK PUBLIC WORKS  
EMPLOYEE ASSOCIATION**

**AND**

**BOROUGH OF SEASIDE PARK**

**January 1, 2008 through December 31, 2010**

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THIS AGREEMENT, made this 20th day of MAY 2010.  
BY AND BETWEEN:

**BOROUGH OF SEASIDE PARK**  
Herein referred to as "Borough"

AND : **SEASIDE PARK PUBLIC WORKS  
EMPLOYEEASSOCIATION**  
Herein referred to as "Association"

FOR THE PERIOD: January 1, 2008 to December 31, 2010

**WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees covered by this Agreement and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement. Further, it is the intent of the parties that the portion of this agreement pertaining to calendar year 2010 will avoid the possibility of furloughs and layoffs of employee covered by this Agreements covered by this agreement for calendar year 2010.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree with each other, with respect to those employees covered by this Agreement recognized as being represented by the Association and follows:

## **1. RECOGNITION, DUES CHECKOFF AND AGENCY SHOP**

A. The Borough recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment of all full-time personnel employed by the Borough of Seaside Park Department of Public Works, excluding all part-time employees, seasonal and temporary employees, clerical employees, managerial executives, and supervisors within the meaning of the New Jersey Employer—Employee Relations Act of 1968. The term “employee covered by this Agreement” shall be defined to include the plural as well as singular, and to include males and females. The term “part-time employee” shall be defined as employees with regularly scheduled hours not exceeding twenty-five (25) hours per week.

B. Following the successful completion of probation, ninety (90) days, the Borough agrees to deduct from the earning of each employee covered by this Agreement Association member dues and special assessments when said employee covered by this Agreement has properly authorized such deductions in writing. The Association will indemnify, defend and save harmless the Borough against any and all such claims, demands , suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough. The Borough will forward all dues deduction monies collected on a monthly basis to the Secretary -Treasurer of the Seaside Park Public Works Employee Association. A list of names of deductees will be forwarded annually.

C. The parties agree that for the term of this Agreement, in accordance with New Jersey statutes, any employee covered by this Agreement who is a member of this bargaining unit on the effective date of this Agreement who is not a member of the Association shall pay an agency shop fee equal to eighty-five percent (85%) of the dues and special assessments of the bargaining agent. The bargaining agent agrees to save the employer harmless from any and all actions it takes under this Article.

## **2. BULLETIN BOARD, COFFEE BREAK & JOB POSTING**

A. The Borough shall supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location in the Borough Garage for posting notices and bulletins pertaining to Association matters. All bulletins must have the approval of the Department supervisor or designee.

B. All coffee breaks will be taken at the Borough Garage in the area designated by the Department supervisor. By previous Agreement, the Borough discontinued the practice of providing equipment and supplies for the coffee break.

C. All employment positions, including promotions, shall be posted for at least five (5) days in a conspicuous place reserved for such purpose.

## **3. GRIEVANCE PROCEDURE**

A. A "grievance" shall be a complaint arising out of interpretation , application or violation of policies, agreements and administrative decisions affecting the specific provisions of this agreement.

B. No grievance can be instituted by any person under this agreement after fifteen (15) days beyond the occurrence of the issue being grieved.

C. If at any step within the grievance procedure hereinafter outlined, management's decision is not appealed within the appropriate time, such grievance shall be considered closed and there shall be no further appeal or review.

STEP ONE. The aggrieved employee covered by this Agreement or the designated Association representative shall within fifteen (15) calendar days of the occurrence of the actual happening which gave rise to the grievance or fifteen (15) calendar days from the time when the employee covered by this Agreement should reasonably have been aware of its occurrence , discuss the problem with the Department supervisor who shall attempt to settle the problem within forty-eight (48) hours from the time it was presented.

STEP TWO. If the grievance is not resolved at STEP ONE, the Association shall present the grievance in writing to the Department supervisor within six (6) calendar days. With the mutual consent of both parties, discussions may ensue. The Department supervisor shall answer the grievance in writing within ten (10) calendar days after receipt of the grievance, setting forth findings of facts, reasoning and conclusions on the issues submitted.

STEP THREE. If the grievance is not resolved at STEP TWO, or if no answer has been received by the Association within the time set forth in STEP TWO , the Association shall present the grievance in writing to the Mayor and Borough Council within six (6) days of the

STEP TWO answer. With the mutual consent of both parties, discussions may ensue. The duly designated representative of the Mayor and Borough Council shall answer the grievance in writing within twenty -one (21) calendar days after receipt of the grievance.

STEP FOUR. If a grievance is not resolved at STEP THREE, or if no answer has been received by the Association within the time set forth in STEP THREE, such grievance shall, at the request of the Association or the Borough, be referred to the New Jersey Public Employee Relations Commission (PERC) for binding arbitration in accordance with its rules and regulations within twenty (20) calendar days.

#### **4. SENIORITY**

It is hereby agreed that the parties recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employee covered by this Agreement to be affected.

## **5. HOURS OF WORK**

A. This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week, and shall not apply to part time workers.

*wztl*  
B. The basic work shall consist of forty (40) hours consisting of five (5) consecutive days. The basic work day shall consist of eight (8) hours per day, exclusive of a thirty (3) minute lunch period, 7:00 a.m. to 3:30 p.m. employees covered by this Agreement shall be granted on-half hour extra time off at lunch time on paydays.

## **6. OVERTIME AND COMPENSATORY TIME**

A. All work performed in excess of forty (40) hours, but not more than sixty (60) hours during one (1) work week, shall receive compensation at time and one-half. Any work performed in excess of sixty (60) hours during one (1) work week shall be paid at the rate of double time.

B. All work performed on emergency call-out basis shall be guaranteed three (3) hours minimum at the rate of time and one-half, regardless of the amount of time it takes to correct the emergency situation. If said emergency call-out falls on a recognized holiday, a three (3) hour minimum will be guaranteed at the rate of double time, regardless of the amount of time it takes to correct the emergency situation. Work performed under this section shall be limited to work that is necessary to correct the emergency situation, and at the conclusion of said work, the employee covered by this Agreement shall be free to go.

C. (COMPENSATORY TIME) In lieu of receiving pay for overtime work, employees covered by this Agreement, may, at their option, be entitled to compensatory time off work. Compensatory time must be taken within the calendar year of its accrual and shall not be carried over from year to year. Compensatory time shall be administered by the Department supervisor or designee who shall have the exclusive authority to determine when compensatory time may be taken. Compensatory time will be given in accordance with the rate of pay for the time, i.e. time and one-half pay equal to time and one-half off, double time pay equal to double time off.

## 7. LONGEVITY

A. Each employee covered by this Agreement serving in a full-time position prior to January 1, 1994 shall be paid, in addition to the base pay, a longevity increment based on years of full-time employment with the Borough in accordance with the following schedule:

After five (5) years .....	\$400.00
After ten (10) years .....	\$750.00
After fifteen (15) years .....	\$1,100.00
After twenty (20) years .....	\$1,400.00
After twenty-five (25) years .....	\$1,700.00

B. Employees covered by this Agreement hired after January 1, 1994 shall not be eligible to receive any longevity increment.

C. Payment for longevity increments shall not commence until the anniversary date which indicates the completion of five (5) years of service. Thereafter, the increment shall be computed as part of each employee's (who is covered by this Agreement) biweekly salary.

## 8. VACATION LEAVE

A. Each employee covered by this Agreement shall be granted annual paid vacation leave based on years of continuous full-time service with the Borough in accordance with the following schedule:

Up to one (1) year of service .....	one(1) day per month
1 thru 4 years .....	twelve (12) working days
5 thru 9 years .....	fifteen (15) working days
10 thru 14 years .....	eighteen (18) working days
15 thru 20 years .....	twenty (20) working days
21 <sup>st</sup> year and over .....	one (1) day for each year employed by the Borough of Seaside Park

B. Employee covered by this Agreement who were hired after January 1, 1981 shall be granted a maximum of TWENTY-THREE (23) days vacation leave each year.

C. Vacation shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of

the Borough before the end of the calendar year. Vacation leave credits shall not accrue after an employee covered by this Agreement has resigned or retired although the employee covered by this Agreement is retained on the payroll until exhaustion of vacation or other compensatory leave. An employee covered by this Agreement who leaves the service of the Borough shall be paid for earned but unused vacation leave.

D. Vacation leave shall be scheduled with the approval of the Department supervisor in accordance with departmental policies. Vacation leave not used during the calendar year earned shall be used during the following year.

E. Continuous service, for the purpose of this section, shall mean employment with the Borough without actual interruption due to resignation, retirement or removal. Periods of employment before and after layoff, suspension, or leave without pay shall be considered continuous service.

#### 9. HOLIDAYS

A. Each employee covered by this Agreement shall receive holiday pay equal to one day's without working the following days:

1. New Year's Day	8. Labor Day
2. King's Birthday	9. Columbus Day
3. Lincoln's Birthday	10. General Election Day
4. Washington's Birthday	11. Veteran's Day
5. Good Friday	12. Thanksgiving Day
6. Memorial Day	13. Friday after Thanksgiving
7. Independence Day	14. Christmas Day

B. An employee covered by this Agreement covered who is required to work on a holiday shall be compensated at the rate of time and one-half the employee's base pay in addition to holiday pay.

C. The holidays set forth above shall be observed on the dates specified each December by the Borough Council, which shall be subject to change by the Borough Council upon thirty (30) days notice.

## 10. SICK LEAVE

A. Each employee covered by this Agreement shall be granted leave with pay of one and one-quarter (1-1/4) working days for every full month of service during the remainder of the first calendar years of service and fifteen (15) days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year.

B. In accordance with Civil Service regulations, an employee covered by this Agreement absent on sick leave and suspected of an abuse of sick time may be requested to submit acceptable medical evidence substantiating the illness and /or submit to an examination by a physician designated by the Borough. Abuse of sick shall be cause for disciplinary action

C. Sick leave not taken shall accumulate from year to year and each employee covered by this Agreement shall be entitled to be paid for one hundred percent (100%) of accumulated sick leave upon retirement, based on the employee's current rate of pay, to a

maximum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.). Any employee covered by this Agreement hired before January 1, 1981 with accumulated sick leave which exceeds SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500) maximum shall be entitled to be paid for accumulated sick leave upon retirement based on the employee's current rate of pay, to a maximum equal to the amount accumulated on May 1, 1995. Such sick leave pay shall be given to an employee covered by this Agreement upon retirement or disability of the employee's employment with the Borough of Seaside Park as defined in Section 2.6 of the 1981 New Jersey Public Employment Benefit Manual. An employee covered by this Agreement with accumulated sick leave which exceeds the maximum shall be entitled to use a maximum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) of the excess sick leave to pay for the employee's retirement medical benefits.

D. Upon death, with respect to employees covered by this Agreement, one hundred percent (100%) of the accumulated sick leave shall be paid by the Borough to the employee's named beneficiary or to the employee's estate, provided said employee is employed by the Borough at the time of the death.

#### **11. BEREAVEMENT LEAVE**

Each employee covered by this Agreement shall be granted five (5) consecutive working days leave with pay upon the death of a member of the employee's immediate family. Unused bereavement leave within the calendar year does not accumulate. Additional leave without pay may be granted with the consent of the Department supervisor

if the death of the member of the family is outside the State of New Jersey . Immediate family shall include spouse, children, parents, grandparents, brothers and sisters; also, spouse's parents, grandparents, brothers and sisters; and other permanents member of the employee's household. Bereavement leave is a separate and distinct benefit which will not in any way affect or cause a reduction in sick leave or vacation leave.

## **12. MEDICAL BENEFITS AND DISABILITY PROGRAM**

A. The Borough shall continue to provide hospital, medical dental and vision care insurance as presently provided, or its equivalent without contribution by employees covered by this Agreement. The Borough shall have the option to change its present traditional indemnity health insurance plan to the plan options set forth in the New Jersey State Health Benefits Plan and will continue to provide the existing dental and vision plan. The existing fifty dollar (\$50.00) per month employee contribution for dependent coverage shall terminate upon the Borough's enrollment in the New Jersey State Health Benefits Plan.

B. Each employee covered by this Agreement shall be permitted to enroll in the Medical Benefits Plan on the 1<sup>st</sup> of the month following one (1) full month of service with the Borough or upon completion of a longer waiting period if required by the insurance provider.

C. Selection of an available health plan shall be made by each employee covered by this Agreement on an annual basis during the designated enrollment period in accordance with the requirements of the health insurance provider. Eligible employees electing not to

participate in the Borough's Medical health Benefits Plan shall receive an annual health insurance bonus in accordance with the following schedule:

Medical - 50% of benefit cost up to \$3,000.00 maximum;

Prescription - 50% of benefit cost up to \$1,000.00 maximum;

Dental - 50% of benefit cost up to \$1,000.00 maximum;

Vision - 50% of benefit cost up to \$1,000.00 maximum;

Health insurance bonuses shall be prorated and paid in two (2) equal installments at the completion of the insurance period. Such election(s) by the employee covered by this Agreement shall be made in writing during the month prior to the policy renewal or other designated period, with the re-enrollment subject to the requirements of the insurance carrier upon change in family status (i.e. marriage, divorce, change in spousal coverage, birth, adoption).

D. The Borough will implement a voluntary disability plan with the cost to be paid by the employees covered by this Agreement. The Borough agrees to make payroll deductions with respect to said voluntary disability plan from said employees' paychecks.

### **13. PERSONAL LEAVE**

A. Each employee covered by this Agreement shall be entitled to annual paid personal leave of three (3) days each calendar year.

B. Personal leave shall be credited at the beginning of each calendar year in anticipation of continued service but shall be earned on a prorated basis for each full month of service and shall be adjusted for any employee covered by this Agreement who leaves the service of the Borough before the end of the calendar year. Personal leave credits shall not accrue after an employee covered by this Agreement has resigned or retired although said employee is retained on the payroll until exhaustion of vacation or other compensatory leave. Personal leave credits shall not accrue during a leave of absence without pay or suspension. Personal leave must be used during the calendar year earned and shall not accumulate from year to year.

C. Request for use of personal leave shall be granted at the discretion of the Department supervisor upon twenty-four (24) hours advance notice, unless emergency situations.

#### **14. WORK AND NO-WORK RELATED INJURIES AND ILLNESS**

Each employee covered by this Agreement shall be granted a leave of absence with pay not exceeding one (1) year when said employee shall be injured or disabled resulting from or arising out of service with the Borough, provided that the examining physician designated by the Borough shall certify to such injury or disability. However, if the injury or disability arising out of service to the Borough falls within the definition of "serious health condition" of the Family and Medical Leave Act (FMLA) then the provisions of the FMLA must be applied. Any amount of salary or wages paid or payable to said employee for sick leave or disability leave of absence shall be reduced by the amount of any Worker's

Compensation award. Any employee covered by this Agreement suffering from any non-work related injury or illness shall be placed on leave without pay for a period of six (6) months in accordance with the provisions of the New Jersey Statutes. Such leave may be renewed by the Department Supervisor for an additional period not to exceed six (6) months, but no further renewal or extensions of such leave may be granted except upon approval by the Mayor and Borough Council. However, if the non work related injury or illness falls within the definition of "serious health condition" of the Family and Medical Leave Act (FMLA) then the provisions of the FMLA must be applied. Benefits afforded to an employee covered by this Agreement suffering from no-work related injury shall be governed according to the applicable statutes, rules and regulations of the State of New Jersey in force and effect at the time of the injury or illness.

#### **15. EDUCATION REIMBURSEMENT**

All special licenses plus renewals required as part of employment with the Borough of Seaside Park Public Works Department will be paid for by the Borough.

All employees covered by this Agreement will be reimbursed by the Borough upon the successful completion (i.e. a passing grade) for any work related courses that were pre-approved by the Borough Council and taken at Ocean County College, Brookdale Community College or at one of New Jersey's State Universities.

#### **16. UNIFORM ALLOWANCE**

Effective as of the date that this Agreement is executed, each employee covered by this Agreement shall receive a clothing allowance increase of ONE HUNDRED DOLLARS (\$100.00) from ONE THOUSAND DOLLARS (\$1,000.00) to ONE THOUSAND ONE

HUNDRED DOLLARS (\$1,100.00) during each calendar year which shall not accumulate from one year to the next. The clothing allowance shall be paid in two (2) equal installments on the first payday after January 1<sup>st</sup> and the first payday after July 1<sup>st</sup>. Each employee covered by this Agreement shall be reimbursed for damage or loss of eyeglasses, hearing aids or wristwatches damaged or lost in performance of duties, subject to a limit of ONE HUNDRED FIFTY DOLLARS (\$150.00) per item.

## **17. SALARIES AND WAGES**

A. The salary and wages for each employee shall be determined and paid in accordance with the Seaside Park Borough Salary Ordinances, as amended, in accordance with the schedule attached hereto as Appendix A.

The schedule contained within Appendix A is in accord with the following terms agreed upon the parties to this Agreement.

Effective January 1, 2008, and retroactive to said date, the employees covered by this Agreement shall receive a 3.5% increase to their annual base salary.

Effective January 1, 2009, and retroactive to said date, the employees covered by this Agreement shall receive a 3.5% increase to their annual base salary.

Effective January 1, 2010, the employees covered by this Agreement shall receive a 0% increase to their annual base salary.

Retroactive payments under the terms of this Agreement will be made by the Borough as soon as practicable from the date that this Agreement is executed but no longer than 30 days from that date.

The year for determination of salary shall commence on the first day of January of each year. Any part of one (1) year shall be considered Full year for determining salary status if the individual is employed prior to July 1<sup>st</sup>.

#### **18. TERMINATION AND EXTENSION OF AGREEMENT**

The term of the Agreement shall be in full force and effect as of January 1, 2008 through December 31, 2010 and its terms and conditions effective with its commencement and retroactive to same.

#### **19. COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing of this Agreement.

#### **20. NON-DISCRIMINATION**

A. The Borough and the Association agree that there shall be no discrimination against any employee covered by this Agreement because of race, creed , color, religion, sex, national origin or political affiliation.

B. The Borough and the Association agree that all employees covered by this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity as provided by law. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## **21. SAVING CLAUSE**

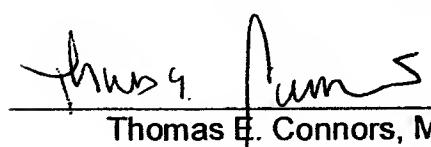
In any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid , the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

## **22. SUCCESSOR AGREEMENT**

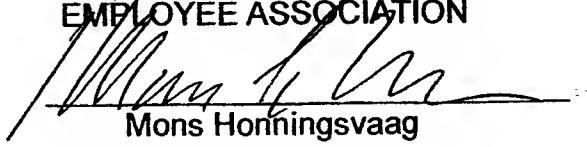
The Borough and Association agree to commence in September 2010 the negotiation process to reach a successor to this Agreement which expires on December 31, 2010.. However, all the provisions of this Agreement will continue in full force and effect beyond the December 31<sup>st</sup>, 2010 expiration date of this Agreement until a successor Agreement has been executed and becomes effective between the parties.

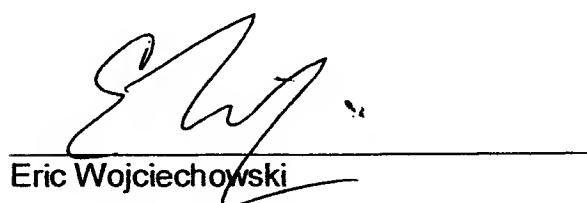
**IN WITNESS THEREOF**, the parties have, by their duly authorized representative, set their hands and seals on the date first above written.

BOROUGH OF SEASIDE PARK

  
\_\_\_\_\_  
Thomas E. Connors, Mayor

SEASIDE PARK PUBLIC WORKS  
EMPLOYEE ASSOCIATION

  
\_\_\_\_\_  
Mons Honningsvaag

  
\_\_\_\_\_  
Eric Wojciechowski

ATTEST:   
\_\_\_\_\_  
Karen Barna, Borough Clerk

**APPENDIX A**

FOR THE CALENDAR YEAR	2008	2009	2010
	3.5%	3.5%	0%
Senior Public Works Repairer	\$63,384	\$65,603	\$65,603
Water/Sewer Treatment Plant Operator	\$63,384	\$65,603	\$65,603
Equipment Operator	\$59,851	\$61,946	\$61,946
Public Works Repairer	\$59,851	\$61,946	\$61,946
Sanitation Driver	\$59,851	\$61,946	\$61,946
Mechanic	\$59,851	\$61,946	\$61,946
Senior Maintenance Repairer	\$59,851	\$61,946	\$61,946
Maintenance Repairer (in title before January 1, 2006)			
Fourth Year	\$56,385	\$58,358	\$58,358
Third Year	\$49,815	\$51,559	\$51,559
Second Year	\$41,637	\$43,094	\$43,094
First Year	\$35,440	\$36,680	\$36,680
Maintenance Repairer (in title after January 1, 2006)			
Fifth Year	\$38,750	\$40,107	\$40,107
Fourth Year	\$36,598	\$37,879	\$37,879
Third Year	\$34,445	\$35,561	\$35,561
Second Year	\$32,292	\$33,422	\$33,422
First Year	\$30,139	\$31,194	\$31,194
Laborer			
Third Year	\$31,637	\$32,744	\$32,744
Second Year	\$30,707	\$31,782	\$31,782
First Year	\$29,777	\$30,819	\$30,819